Acceptable Use Policy

Introduction

This Acceptable Use Policy ("**AUP**") sets out the terms and conditions under which an individual or an organization ("You" and "Your", as applicable) may use and interact with Workday Products (as defined herein). Unless otherwise defined herein, capitalized terms used in this AUP have the same meaning as set forth in the applicable agreement between You and Workday. This AUP is legally binding on You, and You are responsible for compliance with this AUP by Your Affiliates and Authorized Parties' use of Workday products, services, or features for which the applicable agreement or Order Form links to or references this AUP ("**Workday Products**"). Workday may revise this AUP by posting an updated version of the AUP on the Workday site and such updates will be effective upon posting.

Prohibited Uses

You may not use the Workday Products:

- In any way that breaches, promotes the breach of, or violates any Law;
- In any way that is unlawful, fraudulent, deceptive or misleading;
- To sell or advertise the sale or purchase of any goods or services;
- To threaten, incite, promote, or encourage violence, self harm, or harm to individuals or specific groups including minors;
- To violate the privacy rights of others, including unlawful or unauthorized tracking, monitoring, or identification;
- To knowingly or recklessly upload, share, or transmit any data or material that contains viruses, spyware, adware, Trojan horses, worms, corrupt files, or other similar computer code designed to adversely affect the operation of the Workday Products or any computer software, hardware or networks;
- In any way that seeks to circumvent, disable, or otherwise compromise the security of the Workday Products or Workday environments, any user account or any password; or
- To upload, send, or distribute unsolicited messaging, including SMS, emails, or comments.

Prohibited Content

All data, information, or materials ("**Content**") that You upload, contribute, submit, store, or add to the Workday Products must not:

- Infringe or misappropriate a third party's intellectual property or proprietary rights;
- Contain any material which is obscene, offensive, tortious, hurtful, inflammatory, or defamatory;
- Promote sexually explicit or pornographic material;
- Promote, violence or any form of bullying or harassment, including threats, abuse, or invasion another's privacy;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Impersonate any individual or misrepresent Your identity or affiliation with any person or entity, or give the impression that information emanates from Workday (if that isn't the case); or
- Be made in breach of any legal duty owed to a third-party, such as a contractual duty or a duty of confidence.

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Compliance with This Policy

Workday is under no obligation to monitor, review, filter, moderate, or remove any Content from the Workday Products. Workday reserves the right, in its sole discretion, to determine whether or not You have abided by this AUP and will take whatever action it deems appropriate under the circumstances, including but not limited to:

- Immediate suspension of Your right to access or upload Content to the Workday Products;
- Immediate removal of any Content uploaded by You to the Workday Products;
- Taking legal action against You; or
- Disclosure of relevant information to law enforcement authorities.

Workday will use commercially reasonable efforts to provide You with notice of any such suspension and to minimize the length and scope of such suspension in light of the circumstances as set forth in the Agreement.

Compliance with Workday's Third-Party Subprocessors' Acceptable Use Policies and Additional Terms

The following additional terms and Acceptable Use Policies of Workday's third-party Subprocessors are incorporated by reference for applicable Workday Product and are subject to change at any time:

Applicable Service	Applicable terms / Third-party Acceptable Use Policies
• Workday core Service to the extent a Customer Tenant and/or Instance (as applicable) is hosted by Amazon Web Services • Workday Learning • Media Cloud • Extend and Extend Integration with Third Party Platform Services	Amazon Web Services
• Extend and Extend Integration with Third Party Platform Services • Workday AI Gateway	You shall not: • Misrepresent the origin of machine learning or artificial intelligence created content as original works • Mislead with claims of expertise or capability in sensitive areas, such as employment, healthcare, finance, government services, or legal advice • Make decisions in domains that affect economic opportunities, or material or individual rights or well being, such as employment, finance, legal, healthcare, housing, insurance, or social welfare without human review or other appropriate risk-mitigation techniques • Identify natural persons using images of people

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• Workday AI Gateway	Google Generative AI Prohibited Use Policy You shall not: • Use Workday AI Gateway to build applications that are directed towards or likely to be accessed by individuals under the age of 18. • Use Workday AI Gateway to build applications used for clinical purposes (for clarity, non-clinical research, scheduling, or other administrative tasks is not restricted), as a substitute for professional medical advice, or in any manner that is overseen by or requires clearance or approval from any applicable regulatory authority.
• Workday Messaging • Peakon Messaging • SMS Multi-Factor Authentication	Twilio
• Email Ingestion • Email Analytics	Twilio SendGrid Email Policy
• HiredScore AI for Recruiting • HiredScore AI for Talent Mobility	Sinch Email Services

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